



STATEMENT UNDER 37 CFR 3.73(b)

0942.5340005/BJD/JKM

Applicant/Patent Owner: See 1 in Addendum

Application No./Patent No.: 10/792,035 Filed/Issue Date: March 4, 2004

Entitled: Methods And Compositions For Synthesis Of Nucleic Acid Molecules Using Multiple Recognition Sites

Invitrogen Corporation, a Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.
The extent (by percentage) of its ownership interest is _____ % in the patent application patent identified above by virtue of either:
- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the PTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

August 23, 2004
Date

Telephone number

Alan W. Hammond
Typed or printed name
Alan Hammond
Signature
Chief Intellectual Property Counsel
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you are required to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Addendum to Appl. No. 10/792,035; Filed: March 4, 2004
(0942.5340005/BJD/JKM)

1. Jonathan D. CHESNUT, John CARRINO, Louis LEONG, Knut MADDEN, Martin GLEESON, James FAN, Michael A. BRASCH, David CHEO, James L. HARTLEY, Devon R.N. BYRD and Gary F. TEMPLE

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: Jonathan D. CHESNUT, John CARRINO, Louis LEONG, Knut MADDEN, Martin GLEESON, James FAN, Michael A. BRASCH, David CHEO, James L. HARTLEY, Devon R.N. BYRD and Gary F. TEMPLE, the undersigned inventors hereby sell and assign to Invitrogen Corporation, a corporation formed under the laws of Delaware (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages, for the United States of America (as defined in 35 U.S.C. § 100) and throughout the world,

(a) in the invention(s) known as **Methods and Compositions for Synthesis of Nucleic Acid Molecules Using Multiple Recognition Sites** for which application(s) for patent in the United States of America has (have) been executed by the undersigned on 5/25/04 (also known as United States Application No. 10/792,035, filed March 4, 2004), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

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32,893*

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

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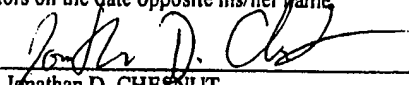
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NOT FOR RECORDATION**

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

Date: <u>5/25/04</u>	Signature of Inventor: <u></u> Jonathan D. CHESNUT
Date: _____	Signature of Inventor: _____ John CARRINO
Date: _____	Signature of Inventor: _____ Louis LEONG
Date: _____	Signature of Inventor: _____ Knut MADDEN
Date: _____	Signature of Inventor: _____ Martin GLBESON
Date: _____	Signature of Inventor: _____ James FAN
Date: _____	Signature of Inventor: _____ Michael A. BRASCH
Date: _____	Signature of Inventor: _____ David CHEO
Date: _____	Signature of Inventor: _____ James L. HARTLEY
Date: _____	Signature of Inventor: _____ Devon R.N. BYRD
Date: _____	Signature of Inventor: _____ Gary F. TEMPLE

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ASSIGNMENT

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Date: _____	Signature of Inventor: _____ James L. HARTLEY
Date: _____	Signature of Inventor: _____ Devon R.N. BYRD
Date: _____	Signature of Inventor: _____ Gary F. TEMPLE

256821_1.DOC

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Date: _____	Signature of Inventor: _____ Jonathan D. CHESNUT
Date: _____	Signature of Inventor: _____ John CARRINO
Date: _____	Signature of Inventor: _____ Louis LEONG
Date: _____	Signature of Inventor: _____ Knut MADDEN
Date: <u>Aug 10. 2004</u>	Signature of Inventor: <u><i>Martin Gleeson</i></u> Martin GLEESON
Date: _____	Signature of Inventor: _____ James FAN
Date: _____	Signature of Inventor: _____ Michael A. BRASCH
Date: _____	Signature of Inventor: _____ David CHEO
Date: _____	Signature of Inventor: _____ James L. HARTLEY
Date: _____	Signature of Inventor: _____ Devon R.N. BYRD
Date: _____	Signature of Inventor: _____ Gary F. TEMPLE

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(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including non-provisional applications, continuing (continuation, divisional, or continuation-in-part) applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

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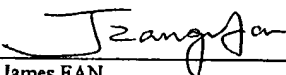
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Date: _____	Signature of Inventor: _____ John CARRINO
Date: _____	Signature of Inventor: _____ Louis LEONG
Date: _____	Signature of Inventor: _____ Knut MADDEN
Date: _____	Signature of Inventor: _____ Martin GLEESON
Date: <u>5/25/04</u>	Signature of Inventor: <u></u> James FAN
Date: _____	Signature of Inventor: _____ Michael A. BRASCH
Date: _____	Signature of Inventor: _____ David CHEO
Date: _____	Signature of Inventor: _____ James L. HARTLEY
Date: _____	Signature of Inventor: _____ Devon R.N. BYRD
Date: _____	Signature of Inventor: _____ Gary F. TEMPLE

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Date: _____	Signature of Inventor: _____ James FAN
Date: <u>7-12-04</u>	Signature of Inventor: _____ Michael A. BRASCH
Date: <u>7-12-04</u>	Signature of Inventor: _____ David CHEO
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Date: _____	Signature of Inventor: _____ James FAN
Date: _____	Signature of Inventor: _____ Michael A. BRASCH
Date: _____	Signature of Inventor: _____ David CHEO
Date: <u>24 Jun 04</u>	Signature of Inventor: _____  James L. HARTLEY
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256821_1.DOC

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Date: _____	Signature of Inventor: _____ David CHEO
Date: _____	Signature of Inventor: _____ James L. HARTLEY
Date: <u>28 May 2004</u>	Signature of Inventor: _____ Devon R.N. BYRD
Date: _____	Signature of Inventor: _____ Gary F. TEMPLE

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Inv Reg No 32,893

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IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name

Date: _____ Signature of Inventor: _____
Jonathan D. CHESNUT

Date: _____ Signature of Inventor: _____
John CARRINO

Date: _____ Signature of Inventor: _____
Louis LEONG

Date: _____ Signature of Inventor: _____
Knut MADDEN

Date: _____ Signature of Inventor: _____
Martin GLEESON

Date: _____ Signature of Inventor: _____
James FAN

Date: _____ Signature of Inventor: _____
Michael A. BRASCH

Date: _____ Signature of Inventor: _____
David CHEO

Date: _____ Signature of Inventor: _____
James L. HARTLEY

Date: _____ Signature of Inventor: _____
Devon R.N. BYRD

Date: July 27, 2004 Signature of Inventor: [Signature]
Gary F. TEMPLE

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5/28/04, 5/25/04, 5/28/04, 5/28/04, 8/10/04, 5/25/04,
7/12/04, 7/12/04, 6/24/04, 5/28/04 and 5/27/04, respectively

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Reg No.
32,893

POWER OF ATTORNEY FROM ASSIGNEE

Invitrogen Corporation, a corporation of Delaware, having a principal place of business at 1600 Faraday Avenue, Carlsbad, CA 92008, is assignee of the entire right, title, and interest for the United States of America (as defined in 35 U.S.C. §100), by reason of an Assignment to the Assignee executed on _____ of an invention known as **Methods and Compositions for Synthesis of Nucleic Acid Molecules Using Multiple Recognition Sites** (Attorney Docket No.0942.5340005/BJD/JKM), that is disclosed and claimed in a patent application of the same title by the inventors Jonathan D. CHESNUT, John CARRINO, Louis LEONG, Knut MADDEN, Martin GLEESON, James FAN, Michael A. BRASCH, David CHEO, James L. HARTLEY, Devon R.N. BYRD and Gary F. TEMPLE (said application filed on March 4, 2004 at the U.S. Patent and Trademark Office, having Application Number 10/792,035).


For the purpose of PAIR, the Customer Number is 26111.

The Assignee hereby appoint the U.S. attorneys associated with **CUSTOMER NUMBER 28393** to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith, such attorneys currently being: Robert Greene Sterne, Esq., Registration No. 28,912; Edward J. Kessler, Esq., Registration No. 25,688; Jorge A. Goldstein, Esq., Registration No. 29,021; David K.S. Cornwell, Esq., Registration No. 31,944; Robert W. Esmond, Esq., Registration No. 32,893; Tracy-Gene G. Durkin, Esq., Registration No. 32,831; Michele A. Cimbala, Esq., Registration No. 33,851; Michael B. Ray, Esq., Registration No. 33,997; Robert E. Sokohl, Esq., Registration No. 36,013; Eric K. Steffe, Esq., Registration No. 36,688; Michael Q. Lee, Esq., Registration No. 35,239; Steven R. Ludwig, Esq., Registration No. 36,203; John M. Covert, Esq., Registration No. 38,759; Linda E. Alcorn, Esq., Registration No. 39,588; Lawrence B. Bugaisky, Esq., Registration No. 35,086; Donald J. Featherstone, Esq., Registration No. 33,876; Robert C. Millonig, Esq., Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; Patrick E. Garrett, Esq., Registration No. 39,987.. The Assignees hereby grant said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

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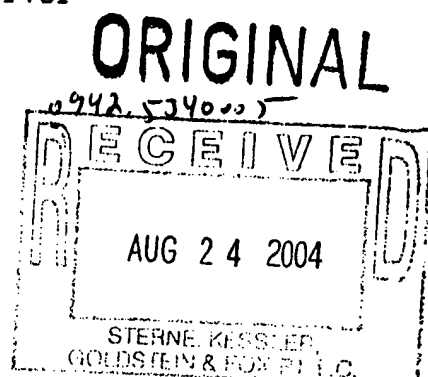
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TITLE: Chief Intellectual Property Counsel
DATE: August 23, 2004

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SERIAL NUMBER: 10792035

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ISSUE DATE:

TITLE: METHODS AND COMPOSITIONS FOR SYNTHESIS OF NUCLEIC ACID MOLECULES
USING MULTIPLE RECOGNITION SITES

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
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PATENT ASSIGNMENT

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08/23/2004
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NATURE OF CONVEYANCE:

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